

# EXHIBIT “B”



**INVOICE No. 0013774**

Remit to **TRUFRESH**  
 PO Box 6820  
 Nogales, AZ 85628-6820  
 Office: (520) 394-7370  
 Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, CA 91761, USA

Invoice date 03/26/2013  
 Shipped date 03/25/2013

Ship to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, California, USA

Broker  
 Truck Name  
 Truck Lic.  
 Cust. P.O. (1) 34093  
 P.O. (2) PACA  
 Terms FOB  
 Shipped from Nogales, Arizona

Qty	Commodity	Unit Price	Extension
392	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	10.0000	3,920.00
392		TOTAL PRODUCT	3,920.00
		INVOICE TOTAL	3,920.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE. NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE. NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH WITH AN ANNUAL RATE OF 18%.

Case 2:13-bk-09026-BKM Doc 134-2 Filed 07/19/13 Entered 07/19/13 10:17:38

Desc Exhibit B Invoices and Bills of Lading Page 2 of 45

#### THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0013774**

Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

**SHIP TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED DATE: 03/25/2013

LOAD TIME: 6:21 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34093

SALES TERMS: PACA

SHIP TERMS: \*FOB

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
392	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
392		

TRUCK:

TRUCK LIC:

DRIVER:

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 45 HIGH: 45

TEMPERATURE RECORDER: 0

DRIVER'S SIGNATURE



**INVOICE No. 0013787**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date 03/27/2013  
Shipped date 03/26/2013

Ship to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, California, USA

Broker wise  
Truck Name v91485 az  
Truck Lic. 34093  
Cust. P.O. (1) PACA  
P.O. (2) Delivered  
Terms Shipped from Nogales, Arizona

Qty	Commodity	Unit Price	Extension
616	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	10.0000	6,160.00
616		TOTAL PRODUCT	6,160.00
		INVOICE TOTAL	6,160.00

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FOB Nogales, Arizona

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Desc Exhibit B Invoices and Bills of Lading Page 5 of 45

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#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0013787**

SHIPPED DATE: 03/26/2013

LOAD TIME: 6:11 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34093

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA**Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
616	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
616		

TRUCK: wise

TRUCK LIC: v91485 az

DRIVER: miguel

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 45 HIGH: 45

TEMPERATURE RECORDER: 0

DRIVER'S SIGNATURE

52780 - C  
BILL OF LADING NO.: 0013787

SHIPPED DATE: 03/26/2013

LOAD TIME:

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34093

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

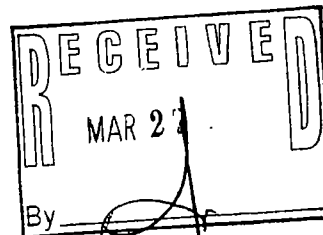
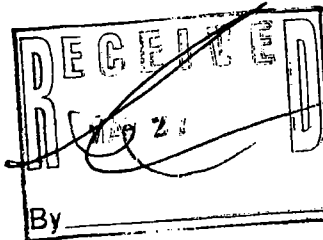
SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
616	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
616		



*Sose Pimentel*

TRUCK: wise

TRUCK LIC: v91485 az

DRIVER: miguel

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 45 HIGH: 45

TEMPERATURE RECORDER: 0

DRIVER'S SIGNATURE





**INVOICE No. 0013872**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date 04/03/2013  
Shipped date 04/02/2013

Ship to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, California, USA

Broker  
Truck Name  
Truck Lic.  
Cust. P.O. (1) 341181  
P.O. (2) PACA  
Terms  
Shipped from Delivered  
Nogales, Arizona

Qty	Commodity	Unit Price	Extension
336	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	8.4500	2,839.20
294	Hot Pepper Jalapeno 40 Lb. Box STA Generic [ Product of Mexico ]	18.9500	5,571.30
630			
		TOTAL PRODUCT	8,410.50
		INVOICE TOTAL	8,410.50

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**BILL OF LADING NO.: 0013872**

SHIPPED DATE: 04/02/2013

LOAD TIME: 5:16 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 341181

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
336	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
294	Hot Pepper Jalapeno 40 Lb. Box STA Generic [ Product of Mexico ]	
630		

TRUCK:

TRUCK LIC:  
TEMPERATURE (F): LOW: 45 HIGH: 45

DRIVER:

CHEP PALLETS: 0

TEMPERATURE RECORDER: 0

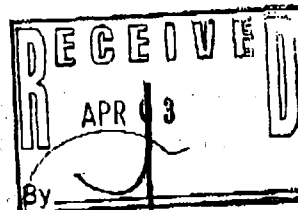
DRIVER'S SIGNATURE

**BILL OF LADING NO.: 0013872****Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA**SHIPPED DATE:** 04/02/2013**LOAD TIME:** 5:16 pm**BROKER:****SALESPERSON:** Kiki Peraza**P.O. NO.:** 341181**SALES TERMS:** PACA**SHIP TERMS:** \*Delivered**SHIP FROM:** 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
336	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
294	Hot Pepper Jalapeno 40 Lb. Box STA Generic [ Product of Mexico ]	
630		

**PALLETS**

12

*See manifest***TRUCK:****TRUCK LIC:**  
**TEMPERATURE (F):** LOW: 45 HIGH: 45**DRIVER:****CHEP PALLETS:** 0  
**TEMPERATURE RECORDER:** 0**DRIVER'S SIGNATURE**



**INVOICE No. 0013931**

Remit to **TRUFRESH**  
 PO Box 6820  
 Nogales, AZ 85628-6820  
 Office: (520) 394-7370  
 Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, CA 91761, USA

Invoice date 04/06/2013  
 Shipped date 04/05/2013

Ship to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, California, USA

Broker wise trk  
 Truck Name 55626 az  
 Truck Lic. 34197  
 Cust. P.O. (1) PACA  
 P.O. (2) Delivered  
 Terms Nogales, Arizona  
 Shipped from

Qty	Commodity	Unit Price	Extension
336	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	8.5000	2,856.00
294	Hot Pepper Jalapeno 40 Lb. Box STA Llano [ Product of Mexico ]	24.0000	7,056.00
630		TOTAL PRODUCT	9,912.00
		INVOICE TOTAL	9,912.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE. NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE. NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH WITH AN ANNUAL RATE OF 18%.

Case 2:13-bk-09026-BKM Doc 134-2 Filed 07/19/13 Entered 07/19/13 10:17:38

Desc Exhibit B Invoices and Bills of Lading Page 13 of 45

#### THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0013931**

SHIPPED DATE: 04/05/2013

LOAD TIME: 8:10 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34197

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
336	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
294	Hot Pepper Jalapeno 40 Lb. Box STA Llano [ Product of Mexico ]	
630		

TRUCK: wise trk

TRUCK LIC: 55626 az

DRIVER: marco

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 45 HIGH: 45

TEMPERATURE RECORDER: 0

DRIVER'S SIGNATURE

22959-A

## BILL OF LADING NO.: 0013931

SHIPPED DATE: 04/05/2013

LOAD TIME: 8:10 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34197

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

## Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

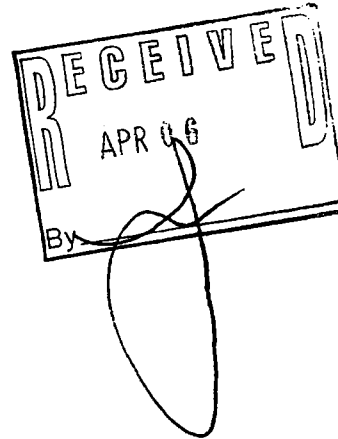
## SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

## SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
336	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
294	Hot Pepper Jalapeno 40 Lb. Box STA Llano [ Product of Mexico ]	
630		

Brown

TRUCK: wise trk

TRUCK LIC: 55626 az

DRIVER: marco

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 45 HIGH: 45

TEMPERATURE RECORDER: 0





**INVOICE No. 0013959**

Remit to **TRUFRESH**  
 PO Box 6820  
 Nogales, AZ 85628-6820  
 Office: (520) 394-7370  
 Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, CA 91761, USA

Invoice date 04/13/2013  
 Shipped date 04/12/2013

Ship to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, California, USA

Broker wise  
 Truck Name  
 Truck Lic.  
 Cust. P.O. (1) 34222  
 P.O. (2) PACA  
 Terms Delivered  
 Shipped from Nogales, Arizona

Qty	Commodity	Unit Price	Extension
294	Hot Pepper Caribe 33 Lb. STA Llano [ Product of Mexico ]	11.0000	3,234.00
294		TOTAL PRODUCT	3,234.00
		INVOICE TOTAL	3,234.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE. NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE. NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH WITH AN ANNUAL RATE OF 18%.

Case 2:13-bk-09026-BKM Doc 194-2 Filed 07/19/13 Entered 07/19/13 10:17:38

Desc Exhibit B Invoices and Bills of Lading Page 17 of 45

#### THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0013959**

SHIPPED DATE: 04/12/2013

LOAD TIME: 4:30 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34222

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA**Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
294	Hot Pepper Caribe 33 Lb. STA Llano [ Product of Mexico ]	
294		

TRUCK: wise

TRUCK LIC:

DRIVER: marco

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 45 HIGH: 45

TEMPERATURE RECORDER: 0

230140

**BILL OF LADING NO.: 0013959**

**Trufresh**

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

**SHIP TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED DATE: 04/12/2013  
LOAD TIME: 4:30 pm  
BROKER:

SALESPERSON: Kiki Peraza

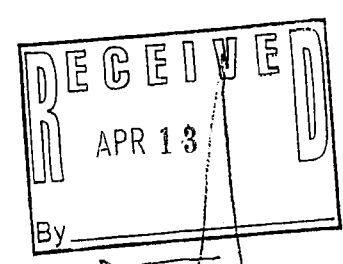
P.O. NO.: 34222

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
294	Hot Pepper Caribe 33 Lb. STA Llano [ Product of Mexico ]	
294		



*Soto*  
*finer*

TRUCK: wise

TRUCK LIC:  
TEMPERATURE (F): LOW: 45 HIGH: 45

DRIVER: marco

CHEP PALLETS: 0  
TEMPERATURE RECORDER: 0



**INVOICE No. 0013958**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date 04/13/2013  
Shipped date 04/12/2013

Ship to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, California, USA

Broker Ranch market  
Truck Name 4gm7933 ca  
Truck Lic. 34221  
Cust. P.O. (1) PACA  
P.O. (2) FOB  
Terms Shipped from Nogales, Arizona

Qty	Commodity	Unit Price	Extension
1,344	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	7.5000	10,080.00
1,344		TOTAL PRODUCT	10,080.00
		INVOICE TOTAL	10,080.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE. NO STATEMENT WILL BE SENT.  
ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE. NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH WITH AN ANNUAL RATE OF 18%.

Case 2:13-bk-09026-BKM Doc 194-2 Filed 06/19/13 Entered 07/19/13 10:17:38

Desc Exhibit B Invoices and Bills of Lading Page 21 of 45

#### THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0013958**

SHIPPED DATE: 04/12/2013

LOAD TIME: 5:56 pm

BROKER:

Trufresh

2380 N. Apache Blvd.  
Nogales, Arizona, USA

SALESPERSON: Kiki Peraza

P.O. NO.: 34221

PH (520) 394 7370 FAX (520) 761 0871

SALES TERMS: PACA

SHIP TERMS: \*FOB

## SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USASHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

## SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
1,344	Hot Pepper Anaheim 25 Lb. STA Generic [ Product of Mexico ]	
1,344		

TRUCK: Ranch market TRUCK LIC: 4gm7933 ca DRIVER: baltazar CHEP PALLETS: 0  
TEMPERATURE (F): LOW: 45 HIGH: 45 TEMPERATURE RECORDER: 0



**INVOICE No. 0014228**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to **Pro's Ranch Markets, Inc.**  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date **04/30/2013**  
Shipped date **04/29/2013**

Ship to **Pro's Ranch Markets, Inc.**  
1700 De Soto Pl.  
Ontario, California, USA

Broker  
Truck Name  
Truck Lic.  
Cust. P.O. (1) **34376**  
P.O. (2) **PACA**  
Terms  
Shipped from **Delivered**  
**Nogales, Arizona**

Qty	Commodity	Unit Price	Extension
336	Melon Cantaloupe Standard 12 Llano [ Product of Mexico ]	10.0000	3,360.00
336		TOTAL PRODUCT	3,360.00
		INVOICE TOTAL	3,360.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE, NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE, NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH WITH AN ANNUAL RATE OF 18%.

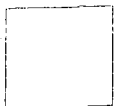


THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0014228****Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED DATE: 04/29/2013

LOAD TIME: 7:10 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34376

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
336	Melon Cantaloupe Standard 12 Llano [ Product of Mexico ]	
336		

TRUCK:

TRUCK LIC:

DRIVER:

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 36 HIGH: 36

TEMPERATURE RECORDER: 0

DRIVER'S SIGNATURE

**BILL OF LADING NO.: 0014228**

**Trufresh**

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

**SHIP TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

**SHIPPED DATE:** 04/29/2013

**LOAD TIME:** 7:10 pm

**BROKER:**

**SALESPERSON:** Kiki Peraza

**P.O. NO.:** 34376

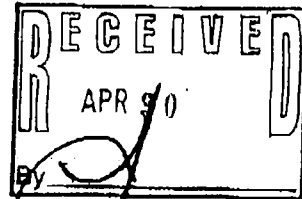
**SALES TERMS:** PACA

**SHIP TERMS:** \*Delivered

**SHIP FROM:** 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
336	Melon Cantaloupe Standard 12 Llano [ Product of Mexico ]	
336		

**PALLETS** 6



**TRUCK:**

**TRUCK LIC:**  
**TEMPERATURE (F):** LOW: 36 HIGH: 36

**DRIVER:**

**CHEP PALLETS:** 0  
**TEMPERATURE RECORDER:** 0

**DRIVER'S SIGNATURE**



**INVOICE No. 0014280**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to **Pro's Ranch Markets, Inc.**  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date **05/03/2013**  
Shipped date **05/02/2013**

Ship to **Pro's Ranch Markets, Inc.**  
1700 De Soto Pl.  
Ontario, California, USA

Broker  
Truck Name  
Truck Lic.  
Cust. P.O. (1) **34401**  
P.O. (2) **PACA**  
Terms  
Shipped from **Delivered**  
**Nogales, Arizona**

Qty	Commodity	Unit Price	Extension
448	Melon Cantaloupe Standard 12 Llano [ Product of Mexico ]	10.0000	4,480.00
448		TOTAL PRODUCT	4,480.00
		INVOICE TOTAL	4,480.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

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#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

# BILL OF LADING NO.: 0014280

SHIPPED DATE: 05/02/2013

LOAD TIME: 6:02 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34401

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
448	Melon Cantaloupe Standard 12 Llano [ Product of Mexico ]	
448		

TRUCK:

TRUCK LIC:

DRIVER:

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 36 HIGH: 36

TEMPERATURE RECORDER: 0

**BILL OF LADING NO.: 0014280**

**Trufresh**

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

**SHIP TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

**SHIPPED DATE:** 05/02/2013

**LOAD TIME:** 8.02 pm

**BROKER:**

**SALESPERSON:** Kiki Peraza

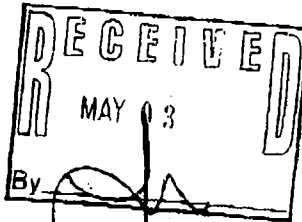
**P.O. NO.:** 34401

**SALES TERMS:** PACA

**SHIP TERMS:** \*Delivered

**SHIP FROM:** 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
448	Melon Cantaloupe Standard 12 Llano [ Product of Mexico ]	
448		



**PALLETS** 8

**TRUCK:**

**TRUCK LIC:**

**DRIVER:**

**TEMPERATURE (F):** LOW: 36 HIGH: 36

**CHEP PALLETS:** 0

**TEMPERATURE RECORDER:** 0

**DRIVER'S SIGNATURE**



**INVOICE No. 0014435**

Remit to **TRUFRESH**  
 PO Box 6820  
 Nogales, AZ 85628-6820  
 Office: (520) 394-7370  
 Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, CA 91761, USA

Invoice date 05/14/2013  
 Shipped date 05/13/2013

Ship to Pro's Ranch Markets, Inc.  
 1700 De Soto Pl.  
 Ontario, California, USA

Broker  
 Truck Name  
 Truck Lic.  
 Cust. P.O. (1) 34481  
 P.O. (2) PACA  
 Terms  
 Shipped from Delivered  
 Nogales, Arizona

Qty	Commodity	Unit Price	Extension
1,284	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	3.3500	4,301.40
1,284		TOTAL PRODUCT	4,301.40
		INVOICE TOTAL	4,301.40

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE, NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE, NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH, WITH AN ANNUAL RATE OF 18%.

Case 2:13-bk-09026-BKM Doc 194-2 Filed 07/19/13 Entered 07/19/13 10:17:38

Desc Exhibit B Invoices and Bills of Lading Page 32 of 45



#### THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

#### ***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0014435**

SHIPPED DATE: 05/13/2013

LOAD TIME: 10:27 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 34481

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA**Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
1,284	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
1,284		

TRUCK:

TRUCK LIC:

DRIVER:

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 50 HIGH: 54

TEMPERATURE RECORDER: 0



**BILL OF LADING NO.: 0014435**

**Trufresh**

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370

FAX (520) 761 0871

**SOLD TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

**SHIP TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

**SHIPPED DATE:** 05/13/2013

**LOAD TIME:** 10:27 pm

**BROKER:**

**SALESPERSON:** Kiki Peraza

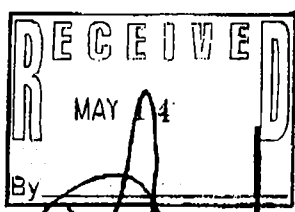
**P.O. NO.:** 34481

**SALES TERMS:** PACA

**SHIP TERMS:** \*Delivered

**SHIP FROM:** 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
1,284	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
~1,284		



**PALLETS** 7

**TRUCK:**

**TRUCK LIC:**

**DRIVER:**

**TEMPERATURE (F):** LOW: 50 HIGH: 54

**CHEP PALLETS:** 0

**TEMPERATURE RECORDER:** 0

**DRIVER'S SIGNATURE**



**INVOICE No. 0014446**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date 05/18/2013  
Shipped date 05/17/2013

Ship to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, California, USA

Broker  
Truck Name  
Truck Lic.  
Cust. P.O. (1) 34499  
P.O. (2) PACA  
Terms FOB  
Shipped from Nogales, Arizona

Qty	Commodity	Unit Price	Extension
588	Mango Haden 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	3.0000	1,764.00
979	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	3.0000	2,937.00
257	Mango Tommy Atkins 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	3.0000	771.00
2,292	Mango Tommy Atkins 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	3.0000	6,876.00
4,116			
		TOTAL PRODUCT	12,348.00
		INVOICE TOTAL	12,348.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); iix) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE. NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE. NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH WITH AN ANNUAL RATE OF 18%.

THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0014446**

SHIPPED DATE: 05/17/2013

LOAD TIME: 8:28 pm

BROKER:

Trufresh

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

SALESPERSON: Kiki Peraza

P.O. NO.: 34499

SALES TERMS: PACA

SHIP TERMS: \*FOB

SOLD TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USASHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIP TO:

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
588	Mango Haden 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	
979	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
257	Mango Tommy Atkins 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	
2,292	Mango Tommy Atkins 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
4,116		

TRUCK:

TRUCK LIC:  
TEMPERATURE (F): LOW: 50 HIGH: 54

DRIVER:

CHEP PALLETS: 0

TEMPERATURE RECORDER: 0



**INVOICE No. 0014447**

Remit to **TRUFRESH**  
PO Box 6820  
Nogales, AZ 85628-6820  
Office: (520) 394-7370  
Fax: (520) 761-0871

Sold to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, CA 91761, USA

Invoice date 05/22/2013  
Shipped date 05/21/2013

Ship to Pro's Ranch Markets, Inc.  
1700 De Soto Pl.  
Ontario, California, USA

Broker  
Truck Name  
Truck Lic.  
Cust. P.O. (1) 33501  
P.O. (2) PACA  
Terms FOB  
Shipped from Nogales, Arizona

Qty	Commodity	Unit Price	Extension
784	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	3.0000	2,352.00
2,352	Mango Tommy Atkins 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	3.0000	7,056.00
980	Mango Tommy Atkins 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	3.0000	2,940.00
4,116			
		TOTAL PRODUCT	12,348.00
		INVOICE TOTAL	12,348.00

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); ix) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

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Case 2:13-bk-09026-BKM Doc 194-2 Filed 07/19/13 Entered 07/19/13 10:17:38

Desc Exhibit B Invoices and Bills of Lading Page 39 of 45

**THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING**

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.



**BILL OF LADING NO.: 0014447****Trufresh**

2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA

**SHIP TO:**

Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED DATE: 05/21/2013

LOAD TIME: 8:18 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 33501

SALES TERMS: PACA

SHIP TERMS: \*FOB

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
784	Mango Haden 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
2,352	Mango Tommy Atkins 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	
980	Mango Tommy Atkins 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
4,116		

TRUCK:

TRUCK LIC:

DRIVER:

CHEP PALLETS: 0

TEMPERATURE (F): LOW: 50 HIGH: 54

TEMPERATURE RECORDER: 0



**INVOICE No. 0014600**

Remit to **TRUFRESH**  
**PO Box 6820**  
**Nogales, AZ 85628-6820**  
**Office: (520) 394-7370**  
**Fax: (520) 761-0871**

Sold to **Pro's Ranch Markets, Inc.**  
**1700 De Soto Pl.**  
**Ontario, CA 91761, USA**

Invoice date **05/25/2013**  
 Shipped date **05/24/2013**

Ship to **Pro's Ranch Markets, Inc.**  
**1700 De Soto Pl.**  
**Ontario, California, USA**

Broker  
 Truck Name  
 Truck Lic.  
 Cust. P.O. (1) **35080**  
 P.O. (2) **PACA**  
 Terms  
 Shipped from **Delivered**  
**Nogales, Arizona**

Qty	Commodity	Unit Price	Extension
1,372	Mango Tommy Atkins 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	3.3500	4,596.20
588	Mango Tommy Atkins 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	3.3500	1,969.80
1,960		<b>TOTAL PRODUCT</b>	<b>6,566.00</b>
		<b>INVOICE TOTAL</b>	<b>6,566.00</b>

In no event shall the price for any tomatoes accepted fall below the reference prices established in the March 4, 2013 Suspension Agreement signed by the grower/exporter of these tomatoes. The new reference prices for the common box types that are shipped from Mexico to the United States appear in the box chart that was sent to you in letter form April 12, 2013. No claims for adjustments and no rejection of all or part of a lot for changes in condition after shipment for failure to meet suitable shipping conditions will be accepted unless supported by an unrestricted U.S.D.A. inspection called for no more than eight (8) hours from the time of arrival at the destination specified by the receiver and performed in a timely fashion thereafter. A U.S.D.A. Inspection Certificate must be provided to support all claims or rejections. No adjustment will be made for failure to meet suitable conditions unless the U.S.D.A. Inspection Certificate indicates one of the following condition thresholds: i) over 8% soft/decay condition defects; ii) over 15% of any one condition defect; or iii) greater than 20% total condition defects. The term "condition defect" is intended to have the same definition recognized by the Specialty Crops Division of the United States Department of Agriculture with the exception of abnormal coloring, soil spot, blossom end discoloration and surface discoloration (silvery white and gold fleck) and therefore, covers the following items: i) sunken and discolored areas; ii) sunburn; iii) internal discoloration; iv) freezing and freezing injury; v) chilling injury; vi) abnormally soft and watery fruit; vii) cuts and broken skins (unhealed); viii) soft decay; ix) bruises; x) nailhead spot; xi) skin checks; xii) decayed and moldy stems; xiii) waxy blister; xiv) white core; xv) shriveling; xvi) discolored seed areas; xvii) insect worm injury (alive when present). (Abnormal coloring is NO longer considered a condition defect and will not be used in determining whether the product is in or out of grade, as referenced in the Suspension Agreement.) Defective tomatoes that are rejected must be destroyed, returned or donated to non profit food banks. The receiver may be reimbursed for the freight expenses allocated to the defective tomatoes as well as one-half of the expenses of salvaging and reconditioning the lost lot as specified in the DCC classification. All sale of tomatoes, romas, cherry tomatoes and grape tomatoes are subject to the terms of the Suspension Agreement and that by purchasing such from TruFresh, you agree to those terms. At no time is a sales representative of this firm authorized to alter the terms of this Agreement in any way.

FOB Nogales, Arizona

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

PLEASE MAKE CHECK PAYABLE TO ABOVE ADDRESS ATTACHING DUPLICATE COPY TO YOUR REMITTANCE, NO STATEMENT WILL BE SENT. ANY VARIANCE NOTED BY THE RECEIVERS AS TO QUANTITY, OR PRICE DISPARITY MUST BE BROUGHT TO SELLER'S ATTENTION WITHIN 24 HOURS AFTER THE RECEIPT OF THE MERCHANDISE, NO ADJUSTMENTS ON THE ABOVE ITEMS WILL BE HONORED UNLESS SELLER IS NOTIFIED AS HEREIN STATED, WITH THE EXCEPTION OF TOMATOES WHICH ARE COVERED BY THE SUSPENSION AGREEMENT.

PLEASE BE AWARE OF P.A.C.A. TRUST FUND REGULATIONS. INTEREST WILL ACCRUE AT A RATE BETWEEN 1/2% TO 1% PER MONTH, WITH AN ANNUAL RATE OF 18%.

Case 2:13-bk-09026-BKM Doc 194-2 Filed 07/19/13 Entered 07/19/13 10:17:38  
 Desc Exhibit B Invoices and Bills of Lading Page 42 of 45

THE TOMATOES SOLD HEREIN ARE SUBJECT TO THE FOLLOWING

Distributor will sell the subject merchandise in accordance with all terms of the Suspension Agreement. Distributor will establish a contact with third parties to ensure that adjustments for spoilage or other claims inconsistent with the Suspension Agreement will not be permitted. Distributor will maintain documentation demonstrating that sales of Grower's merchandise are made consistent with the requirements of the Suspension Agreement. Distributor consents to the release of all information presented to or obtained by the Department during the conduct of verifications with the U.S. Customs Service and/or the U.S. Department of Agriculture (the "USDA "). If the adjustment reduces the new sales price below the reference price, the Distributor must resolve all claims and complete all paperwork with respect to claims for changes in condition after shipment within fifteen business days after the USDA inspection unless the claim is referred to PACA for mediation. Where the Distributor sells through an affiliated party, the transfer price from the Distributor to the affiliates must be at or above the reference price and any subsequent sale to an unaffiliated party must include the actual cost of markups (i.e. trucking charges) that reflect arms length costs. Where the Distributor facilitates a sale of subject merchandise for processing, the Distributor will follow the procedures outlined in Appendix F of the Suspension Agreement. With respect to sales of Mexican tomatoes to Canada, the Distributor must maintain the following in it's files: A.) Signatory name and identification number B.) Shipping Manifest C.) An invoice identifying sale date, brand, tomato type, quantity (boxes), and value D.) Entry documentation from Canadian Customs (i.e. Form B3 the "Canada Customs Coding Form") E.) Form for Notifying Canadian Customer That Resales of Signatory Merchandise Into the United States Are covered by the Terms of the March 4, 2013 Suspension Agreement Notwithstanding any other provision of this agreement, Grower acknowledges and agrees that the reference price established under the Suspension Agreement prohibits the Distributor from selling below such reference price under any circumstances and quality problems with the tomatoes, market decline, other factors may cause the entire shipment of tomatoes (or any portion thereof), to be rejected by Distributor's customer and consequently disposed of with no return on sales to the Grower. Furthermore, such rejection may cause the Grower to be liable for expenses for the freight, handling, inspection, and disposal of the tomatoes to be charged against the Grower's account. Grower expressly assumes such risks, losses and liabilities. Expenses incurred by Distributor in the complying with the Suspension Agreement shall be charged against Grower's Account. Grower also agrees to indemnify and hold Distributor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Distributor, it's employees and agents in Distributor's good faith attempts to comply with the terms and conditions of the Suspension Agreement. This indemnity and hold harmless agreement shall include indemnity against any and all costs, losses, and expenses including Attorney's fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.

***Notice to subsequent purchaser or repacker.***

These articles are imported. The requirements of 19 U.S.C. § 1304 and 19 C.F.R. Part 134 provide that the articles or containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. "The tomatoes shipped under this Bill of Lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarification or modifications thereof; 3) certain letter agreement(s) between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. Failure to abide by these terms constitutes a violation of Section 2 of the PACA (7 U.S.C. §499b) and may be subject the violator to disciplinary proceedings. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are 10 days from the date of shipment of merchandise. All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 10% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to the seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.

**BILL OF LADING NO.: 0014600**

SHIPPED DATE: 05/24/2013

LOAD TIME: 7:49 pm

BROKER:

SALESPERSON: Kiki Peraza

P.O. NO.: 35080

SALES TERMS: PACA

SHIP TERMS: \*Delivered

SHIP FROM: 2380 N. Apache Blvd,  
Nogales, Arizona, USA**Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
1,372	Mango Tommy Atkins 11 Lb (5kg) Box 12 Trufresh [ Product of Mexico ]	
588	Mango Tommy Atkins 11 Lb (5kg) Box 14 Trufresh [ Product of Mexico ]	
1,960		

TRUCK:

TRUCK LIC:  
TEMPERATURE (F): LOW: 50 HIGH: 54

DRIVER:

CHEP PALLETS: 0

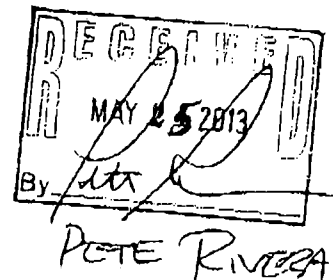
TEMPERATURE RECORDER: 0

**BILL OF LADING NO.: 0014600****Trufresh**2380 N Apache Blvd,  
Nogales, Arizona, USA

PH (520) 394 7370 FAX (520) 761 0871

**SOLD TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, CA. 91761 USA**SHIPPED DATE:** 05/24/2013**LOAD TIME:** 7:49 pm**BROKER:****SALESPERSON:** Kiki Peraza**P.O. NO.:** 35080**SALES TERMS:** PACA**SHIP TERMS:** \*Delivered**SHIP FROM:** 2380 N. Apache Blvd,  
Nogales, Arizona, USA**SHIP TO:**Pro's Ranch Markets, Inc.,  
1700 De Soto Pl.,  
Ontario, California, USA

SHIPPED	DESCRIPTION	GROSS WEIGHT
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1,960		

**PALLETS** 10**TRUCK:****TRUCK LIC:****DRIVER:****TEMPERATURE (F):** LOW: 50 HIGH: 54**CHEP PALLETS:** 0**TEMPERATURE RECORDER:** 0**DRIVER'S SIGNATURE**